

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHEVRON CORPORATION,	:	X
	:	
Plaintiff,	:	
	:	
v.	:	11 Civ. 0691 (LAK)
	:	
STEVEN DONZIGER, et al.,	:	
	:	
	:	
Defendants.	:	X

DECLARATION OF ANNE CHAMPION IN SUPPORT OF CHEVRON
CORPORATION'S MOTION TO HOLD STEVEN DONZIGER IN CONTEMPT OF
PARAGRAPHS 1 AND 5 OF THE RICO JUDGMENT
BASED ON HIS TRANSACTIONS WITH DAVID ZELMAN

I, ANNE CHAMPION, hereby declare under penalty of perjury pursuant to 28 U.S.C.
§ 1746, that the following is true and correct:

1. I am an attorney licensed to practice law in the State of New York and before this Court. I am a partner in the law firm of Gibson, Dunn & Crutcher LLP, and I am counsel for Chevron Corporation ("Chevron") in the above-captioned matter. I am personally familiar with the facts set forth herein, unless the context indicates otherwise.

2. Attached to this declaration as **Exhibit 1** are excerpts from a true and correct copy of the transcript of the contempt hearing held on May 8, 2018 in this matter. In these excerpts, Donziger attempts to draw a "distin[ction]" between selling "my clients['s] . . . shares in the judgment to finance litigation expenses" and "actually selling shares that I owned myself to profit personally." *Id.* 17:15-20. Donziger also represents as an officer of the court, "I have not sold my own shares." *Id.* 31:5-7.

3. Attached to this declaration as **Exhibit 2** is a true and correct copy of the January 7, 2019 response of David Zelman to Chevron's discovery requests.

4. Attached to this declaration as **Exhibit 3** is a true and correct copy of an email and attachment dated December 8, 2016 between from David Zelman to Steven Donziger, produced by Zelman and bearing bates number DZelman_PJD_0000066-67. Zelman writes, "You agree to pay me .007% of the potential payout. For example, if the settlement amount was \$10,000,000,000, I would collect \$700,000"

5. Attached to this declaration as **Exhibit 4** is a true and correct copy of an email chain dated March 27, 2018 between Steven Donziger and David Zelman, produced by Zelman and bearing bates number DZelman_PJD_0000054. At the top of the chain, Donziger writes, "Just to be clear, I am barred by court order in the U.S. from collecting fees on the matter you need to be aware of the risk to you which is high."

6. Attached to this declaration as **Exhibit 5** is a true and correct copy of a biographical description of David Zelman, retrieved from the website of the Transitions Institute at <http://www.transitionsinstitute.com/bio/> on January 30, 2019.

7. Attached to this declaration as **Exhibit 6** is a true and correct copy of a description of the Transitions program, retrieved from the website of the Transitions Institute at <http://www.transitionsinstitute.com/the-format/> on January 30, 2019.

8. Attached to this declaration as **Exhibit 7** is a true and correct copy of an article titled "Ecuador Should Not Clean Chevron Spills, Indigenous People Say," dated February 28, 2019 and retrieved from the website <https://www.telesurenglish.net/news/Ecuador-Should-Not-Clean-Chevron-Spills-Indigenous-People-Say-20190228-0023.html> on March 16, 2019. The article reports that the Amazon Defense Front (FDA) "demanded . . . that the Government of Ecuador refrain from cleaning up Chevron's oil pollution."

9. Attached to this declaration as **Exhibit 8** are excerpts from a true and correct copy of the transcript of the deposition of David Zelman on February 27, 2019 in this matter.

10. Attached to this declaration as **Exhibit 9** is a true and correct copy of an email chain dated October 20, 2016 between Steven Donziger and John van Merkensteijn, produced by van Merkensteijn and bearing bates numbers JVM 008898-900. In an October 19, 2016 email, van Merkensteijn writes to Donziger, “I thknk [sic] it would be great if [Zelman] had a small stake in your outcome.”

11. Attached to this declaration as **Exhibit 10** is a true and correct copy of an email chain dated December 20, 2016 between David Zelman and John van Merkensteijn, produced by Zelman and bearing bates numbers DZelman_PJD_0000068. In an email dated December 19, 2016, Zelman writes to van Merkensteijn, “Looks like I may need your support in getting Steven to focus and get this done. He has promised to have the term sheet to me at least 4 times and not followed thru.”

12. Attached to this declaration as **Exhibit 11** is a true and correct copy of an email dated December 21, 2016 between Steven Donziger and David Zelman, produced by Zelman and bearing bates number DZelman_PJD_0000051. Donziger sends Zelman the draft text of an agreement for professional services and writes, “Any chance I can fold another person (thinking my wife) into the same deal?”

13. Attached to this declaration as **Exhibit 12** is a is a true and correct copy of an email chain dated March 26, 2018 between Steven Donziger and David Zelman, produced by Zelman and bearing bates number DZelman_PJD_0000424. Zelman writes, “You and I agree that consistent with the terms below, I have delivered an additional \$2000 worth of consulting services which entitles me to 2/250 of an eighth of a point of whatever is collected of the total claim. It is noted that you are pledging this amount out of your personal fees from the litigation. If you do

not recover your personal fees, I will not be entitled to any recovery. Please respond back that this is correct and that you agree.” Donziger responds, “Let me confirm the calculation. Agree in concept.”

14. Attached to this declaration as **Exhibit 13** is a true and correct copy of a letter dated September 14, 2017 from P. Campbell Ford to Steven Donziger, produced by Ford and bearing Bates number PCFord_000020, regarding \$122,445.25 in outstanding bills for Ford’s legal representation of Donziger.

15. Attached to this declaration as **Exhibit 14** is a true and correct copy of an email from Steven Donziger to Campbell Ford dated December 18, 2014, produced by Ford, and bearing Bates numbers PCFord_000018-19. Donziger writes, “I would propose that you lower your outstanding invoice by one-third (to around \$40,000 as I understand it) and hold the amount frozen and in abeyance. If I get a recovery from the Ecuador matter, I will pay you that amount outstanding at that time. If I get a windfall from that matter, I would consider paying you a bonus in my complete discretion. If I don’t get a recovery from the Ecuador matter, we will agree I will have no obligation in that respect.”

16. Attached to this declaration as **Exhibit 15** is a true and correct copy of an email and accompanying attachment from Steven Donziger to Campbell Ford dated September 22, 2017, produced by Ford during his deposition and marked for identification during that deposition as Exhibit 5568. Donziger writes “Please review the attached and let me know what you think. This is based on the structure outlined on the phone yesterday during our call. I am going to need to get client sign-off on this if we decide to move in this direction.” The email attaches a document titled “Proposed Deal Terms – Donziger/Ford Miller” that outlines the terms of a proposed contract between Donziger and Ford.

17. Attached to this declaration as **Exhibit 16** are excerpts from a true and correct copy of the transcript of the deposition of Campbell Ford on February 11, 2019 in this matter.

18. Attached to this declaration as **Exhibit 17** is a letter and accompanying attachment from Campbell Ford to Steven Donziger dated December 13, 2017, produced by Ford, and bearing the Bates number PCFord_000023-25. Ford writes “Attached is the proposed Agreement for Compensation. Please review and let me know your thoughts at your next convenience. If it is acceptable, then please get me executed versions.” The letter attaches a draft document titled “Agreement for Compensation and Investment of Professional Services,” which outlines the terms by which Ford would be granted an interest in the Ecuadorian judgment.

Executed on this 20th day of March, 2019 at New York, New York.

/s/ Anne Champion
Anne Champion